

IN THE CIRCUIT COURT OF GASCONADE COUNTY, MISSOURI

State of Missouri ex rel.)	
JEREMIAH W. (JAY) NIXON,)	
Attorney General,)	
Plaintiff,)	
)	Case No: 02CV330180
vs.)	
)	Division:
MID AMERICA RESORTS, L.P., a Missouri)	
Limited Partnership,)	
)	
Defendant.)	

FINAL JUDGMENT

NOW on this 4th day of October, 2002, the parties having advised the Court of their agreement to the terms of the Consent Judgment which has been filed herein, and such terms having been expressly consented to by the Defendant and presented to the Court by Jeremiah W. ("Jay") Nixon, Attorney General of the State of Missouri, and his Assistant, Anne E. Schneider, and Defendant appearing through counsel, the court now being fully advised on the premises, finds:

1. Plaintiff, the State of Missouri, by its Attorney General, Jeremiah W. ("Jay") Nixon, has filed a Petition seeking equitable and other relief allowed pursuant to Chapter 407, the Missouri Merchandising Practices Act as to the Defendants herein named.
2. Defendant, Mid-America Resorts, L.P., has consented to the entry of this Judgment, and the parties have stipulated and agreed to the entry of this Final Judgment adopting the terms of their Stipulation for Entry of a Final Judgment, filed herein, wherein they have agreed to the entry of a Judgment by this Court to resolve all matters of dispute between them arising from the petition filed in this action and as described herein, and to encourage prompt

compliance with state law.

5. The terms of the Stipulation for Entry of a Final Judgment presented to this Court constitute a fair and adequate settlement, will adequately protect the public interest as expressed in Chapter 407, RSMo, and will fully and finally settle all matters in controversy between them; and

6. This court is a court of proper venue having jurisdiction over Plaintiff and Defendant and the matters herein.

Accordingly, IT IS, THEREFORE, ORDERED, DECREED AND ADJUDGED that the Stipulation for Entry of Final Judgment entered into by the parties and filed in this cause is approved and the following Judgment, binding upon all of the Defendants jointly and severally, is entered:

1. Definitions. For purposes of this Judgment the terms defined by Missouri's Merchandising Practices Act, specifically, by Section 407.010, RSMo 2000, or by the Attorney General's Regulations found at 15 CSR 60-7.010 et seq., 15 CSR 60-8.010 et seq., and 15 CSR 60-9.010 et seq., shall govern the interpretation and application of this Judgment.

2. Injunction. Defendant and its agents, officers, trustees, directors, employees, successors, assigns, affiliates or subsidiaries, and all persons acting in concert or participation with it, is enjoined from using any advertising solicitations which offer any incentive for a consumer either to agree to attend or to attend any sales presentation by Defendant, or by its agents or others acting in concert therewith, where such advertising solicitations omit to clearly and conspicuously disclose all material conditions, restrictions and limitations on the consumers'

actual receipt or use of the incentive offered.

3. Consumer Redress. Within thirty (30) days of the entry of this Judgment, Defendant shall cause to be mailed to all consumers whom it ascertains received a postcard solicitation offering a computer as an incentive for touring its resort which required, as a condition for receipt, the purchase of Internet Access Service, and who subsequently attended a tour at Defendant's resort, the letter and questionnaire attached hereto as Exhibit "A," with which it shall also provide a business-response or postage-paid return envelope.

In the event Defendant receives any response to the questionnaire indicating that a consumer to whom the postcard solicitation was sent was not informed of the condition prior to their arrival at Defendant's resort of a scheduled tour, the Defendant shall pay that consumer \$50.00 in reimbursement of their time and travel expense in visiting Defendant's resort. All consumers traveling to Defendant's resort shall be treated as a single consumer for purposes of calculating payment (e.g., a husband and wife would receive a single payment of \$50.00).

Defendant shall allow at least sixty (60) days from the date it mails the questionnaires for consumers to respond, and shall make such payments within thirty (30) days of receipt of the eligible questionnaire responses.

4. Compliance Report. Defendant shall provide to Plaintiff copies of all survey responses in their entirety, and evidence of its making payment to any eligible consumers, within one hundred twenty (120) days of the entry of this Judgment.

5. Reimbursement of Costs. Defendant shall pay to the Attorney General the amount of \$3,340.00 made payable to the Attorney General's Merchandising Practices Revolving Fund for purposes of reimbursing the Attorney General for the investigation and litigation expenses incurred in this action and to provide funds for consumer education as allowed by

Section 407.140, RSMo. Said payment shall be due upon the entry of this Judgment. 6.

6. Notification of Judgment Terms. Defendant shall, within Ten (10) days of the Court's entry of this Judgment, advise all persons holding managerial positions within Defendant Mid America Resorts, L.P. of the terms of and the company's obligations under this Judgment. Defendant shall take all actions necessary to effectuate compliance by any third party service providers acting for or on behalf of the Defendant. Defendant shall advise the Attorney General of their compliance with this term.

7. Acknowledgment of Settlement. The parties acknowledge by the execution of the Stipulation for the Entry of Final Judgment that the entry of this Judgment constitutes a binding, final, and complete settlement of the claims of deceptive advertising or unfair trade practices arising out of or relating to the practices which are the subject matter of this Judgment.

8. Compliance with Law, Conflicts of Law and Amendment. Notwithstanding the Acknowledgment of Settlement above, nothing in the Stipulation or Judgment shall be deemed to permit or authorize any violation of the laws of the State of Missouri, or otherwise be construed to relieve the Defendant of any duty to comply with the applicable law, rules or regulations of State of Missouri, as it exists now or in the future, nor shall anything herein be deemed to constitute permission to engage in any acts or practices prohibited by such laws, rules or regulations.

9. Dismissal with Prejudice and Enforcement. Entry of this judgment shall fully and finally adjudicate this cause. To the extent provided by law, the Court shall retain jurisdiction over this action for purposes of enforcement of the terms and conditions of this Judgment, including any failure to make the payments described in Paragraph B above, which enforcement shall be governed by Section 407.110, RSMo, Section 407.130, RSMo, and

applicable law.

10. Court Costs. Defendant shall be assessed and shall pay the court costs incurred in this action.

So Ordered.

Date:

JUDGE

Exhibit "A"

<MID AMERICA RESORTS, L.P. LOGO WITH ADDRESS AND TELEPHONE>

<NAME>

<STREET ADDRESS>

<CITY, STATE ZIP>

RE: Recent Visit to Lost Valley Lake Resort

Dear _____:

We are writing to thank you for visiting Lost Valley Lakes Resort over the last few months. We have determined that you were initially solicited to contact our resort through a postcard mailing one of our vendors mailed to you which offered a computer as an incentive for touring our resort. We have become aware of some concerns that this postcard did not adequately explain that in order to actually receive the computer it would be necessary to purchase three years' worth of Internet Service, at a cost of over \$1,000.00.

When you called to make an appointment to visit our resort, you *should* have been told of this condition. We would like to ascertain if that was the case. In discussing that initial postcard solicitation with the Missouri Attorney General's Office, we agreed to ask consumers who visited our resort in response to these solicitations whether they were given this important disclosure before they toured our resort.

We would appreciate your advising us whether you were aware of the need to purchase 3-year (36 month) Internet Access Service in order to receive a computer in this promotion. We have enclosed a postage paid envelope for you to use in returning the enclosed questionnaire back to our corporate office.

We very much appreciate your time in visiting our resort and in helping us ascertain whether you were given important information about our promotion. We ask that you respond within two weeks.

Very truly yours,

<SIGNATURE>

Mid America Resorts, L.P.

<NAME>
<STREET ADDRESS>
<CITY, STATE ZIP>

Computer Promotion Follow-Up Questionnaire

Please check the statements the apply to you:

- ☐ I was told about the requirement that a 3-year (36 month) contract for Internet Access Service would need to be purchased in order to receive a computer under the terms of the promotion before my scheduled tour at Lost Valley Lake Resort.
- ☐ I received this information when I called to make my appointment to tour Lost Valley Lake Resort.
- ☐ I received this information during a later telephone call (after the call in which I made my appointment) before I arrived at Lost Valley Lake for my scheduled tour.
- ☐ I received this information in a letter before I arrived at Lost Valley Lake for my scheduled tour.
- ☐ I was *not* told about the requirement that a 3-year (36 month) contract for Internet Access Service would need to be purchased in order to receive a computer under the terms of the promotion.

We invite you to share your opinion of our promotion in general. Again, we thank you for your time in visiting Lost Valley Lake Resort and in responding to this short questionnaire. Please use the envelope provided to save mailing costs. We would appreciate your response within two weeks.

Envelope for Mailing Questionnaire:

Mid America Resorts

[Logo/address]

**Compliance Survey
Relating to Recent Vist**

<NAME>

<STREETADDRESS>

<CITY, STATE ZIP>